

SCHWARTZER & MCPHERSON LAW FIRM
2850 South Jones Boulevard, Suite 1
Las Vegas, Nevada 89146-5308
Tel: (702) 228-7590 · Fax: (702) 892-0122

Jeanette E. McPherson, NV Bar No. 5423
Schwartz & McPherson Law Firm
2850 South Jones Boulevard, Suite 1
Las Vegas, Nevada 89146-5308
Telephone: (702) 228-7590
Facsimile: (702) 892-0122
E-Mail: bkfilings@s-mlaw.com

Attorneys for Prometheus Energy

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA

In re:

Case No. BK-S-13-50301 MKN

RODEO CREEK GOLD INC.

Chapter 11

- ☐ Affects this Debtor
☒ Affects all Debtors
☐ Affects Hollister Venture Corporation
☐ Affects Touchstone Resources Company
☐ Affects Antler Peak Gold Inc.

OBJECTION TO CURE AMOUNT

Date: May 2, 2013
Time: 1:30 p.m.

Debtors.

Prometheus Energy (“Prometheus”), by and through its counsel, hereby files its Objection To Cure Amount (“Objection”) and objects to the Cure Amount to be paid as set forth by the Debtors on Exhibit “B” to the Notice of Possible Sale, Assumption And Assignment Of Certain Unexpired Leases And Executory Contracts And Sale Hearing [Docket No. 121], the Supplemental Notice Of Possible Sale, Assumption And Assignment Of Certain Unexpired Leases And Executory Contracts And Sale Hearing [Docket No. 154], and the Second Supplemental Notice of Possible Sale, Assumption And Assignment Of Certain Unexpired Leases And Executory Contracts And Sale Hearing [Docket No. 354] (collectively, the “Cure Notice”).

This Objection is made and based upon 11 U.S.C. § 365, the statements set forth herein, the Declaration of Len York In Support Of Objection To Cure Amount, and any oral arguments heard at the time of the hearing on this matter.

MEMORANDUM OF LAW

Rodeo Creek Gold Inc. (the “Debtor”) has asserted in the Cure Notice that the Cure Amount due and payable to Prometheus is \$591,055.11. However, the correct cure amount is

1 \$800,685.27 ("Correct Cure Amount"). Pursuant to 11 U.S.C. § 365, the Correct Cure Amount is
 2 the amount that must be paid to Prometheus upon the assumption of the Prometheus contract. The
 3 Declaration of Len York sets forth in detail the amount owed to Prometheus.

4 Prometheus notes that it had provided the Debtor with the Correct Cure Amount and as a
 5 result, was under the belief that the Debtor had corrected its records to reflect the Correct Cure
 6 Amount. Due to the belief that this error had been corrected, Prometheus did not meet the
 7 objection deadline. However, Prometheus submits that under the circumstances in this case,
 8 including, without limitation, the fact that the Debtor has had the Correct Cure Amount since on or
 9 around March 21, 2013 and it did not dispute this amount, other objections to cure amounts are
 10 due on April 17, 2013, and this objection is being filed shortly after the stated deadline, there is no
 11 prejudice to the Debtors or others due to the short delay in filing this Objection. See Pioneer
 12 Investment Servs. Co. v. Brunswick Assocs. Ltd. Partnership, 507 U.S. 380 (1993).

13 CONCLUSION

14 Based upon the foregoing, Prometheus requests that the Correct Cure Amount of
 15 \$800,685.27 be allowed as the cure amount.

16 Dated this 12th day of April, 2013.

17
 18 /s/ Jeanette E. McPherson
 19 Jeanette E. McPherson, Esq.
 20 Schwartzer & McPherson Law Firm
 21 2850 S. Jones Boulevard, Suite 1
 22 Las Vegas, Nevada 89146-5308
 23 Attorney for Prometheus Energy
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